BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO:

CEE/BMAZ South/23-24/ENQ NO-19/Call-02

Instruction to Bidders (ITB)

FOR

Supply of 1.1kV XLPE LT UG cable (240sqmm) for the work of rectification of Hazardous locations in BMAZ South FY 2023-24

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-I

SECTION – ITB

INSTRUCTION TO BIDDERS

A. INTRODUCTION

The Chief Engineer, Elec., C, O&M, BMAZ South, BESCOM No. 14/3, 3rd Floor, Maharshi Aravinda Bhavan, Nrupatunga Road, Bangalore-560 001, invites tender from eligible Bidders for Supply of 1.1kV XLPE LT UG cable (240sqmm), for the work of rectification of Hazardous locations in BMAZ South FY 2023-24, **through Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/)**

1. Enquiry No.	CEE/BMAZ South/23-24/ENQ NO 19/Call-02
2. Tender processing fee	Refer KPP Portal https://kppp.karnataka.gov.in/
3. Earnest Money Deposit	Refer EMD Clause in the tender Documents
4. Date of availability of Bids	**07.03.2024 16:00hrs onwards**
5. Due date for submission of Bids & samples	**21.03.2024, 16:00 Hours**
6. Tender System	Two Tender Document System
7. a) Date of opening of Techno-commercial bid b) Date of opening of Price Bid	a) **25.02.2024 17:00 Hrs** b) Will be opened in Karnataka Public Procurement Portal after completion of techno commercial evaluation.
8. Material	**1.1kV XLPE LT UG cable (240sqmm)**
9. Quantity	5Km
10.Amount put to tender as per SR 2023-24.	**Rs.50,89,729 Lakhs**
11. Schedule of requirements	The delivery schedule will be 15days from the date of purchase order and the successful Bidder shall adhere to the delivery schedule of the Purchase Order for supplying the **1.1kV**

	XLPE LT UG cable (240sqmm)
12. General Terms and Conditions	Enclosed herewith
13. Technical Specifications	Enclosed herewith
14. Price Bid	The Bidder shall furnish Unit computed FORD price on the KPP portal in the option of ''item wise bid commercial offer'' and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain Ex-works price, tax structure as applicable like Ex-works, CGST, SGST/IGST, F&I on KPP portal.

1.0 **Scope:**

The Scope of the contract will include the following:

a) Complete Design, Manufacture, Testing and supply of 1.1kV XLPE LT UG cable (240sqmm), as per tender Technical Specifications.
b) Packing, preservation, transportation from the manufacturer's works to the consignee stores.
c) Delivery including loading & unloading of materials at Consignee Stores

2.0 **Issue of Tender documents.**

Bidders can download the tender documents from Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) **from 07.03.2024 16:00hrs onwards.**

Submission of tender documents.

All the Tender Documents shall be uploaded through Karnataka Public Procurement Portal on or before **21.03.2024, 16:00 Hrs.**

Opening of Technical bid:

The Technical bids will be opened on **25.03.2024, 17:00 Hrs.** in the Karnataka Public Procurement Portal. Price bids of Techno-Commercially responsive firms will be opened after completion of Techno-Commercial evaluation.

3.0 The interested Bidders may obtain further information from the office of **The Chief Engineer, Elec., C,O&M, BMAZ South, BESCOM No. 14/3, 3rd Floor, Maharshi Aravinda Bhavan, Nrupatunga Road, Bangalore-560 001**. Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to the **The Chief**

Engineer, Elec., C,O&M, BMAZ South, BESCOM No. 14/3, 3rd Floor, Maharshi Aravinda Bhavan, Nrupatunga Road, Bangalore-560 001 on or before **13.03.2024 16:00 Hrs**. **Letters seeking clarifications received subsequent to THE ABOVE date and time will not be entertained.** Interested Bidders may also submit online queries through the KPP portal **ON OR BEFORE *13.03.2024* @ 16:00 Hrs**.

The Pre bid meeting is convened on 13.03*.2024* @ 3:30 AM at O/o The Chief Engineer, Elec., C,O&M, BMAZ South, BESCOM No. 14/3, 3rd Floor, Maharshi Aravinda Bhavan, Nrupatunga Road, Bangalore-560 001. Aspirant Bidders may attend the meeting for any clarification*.*

4.0 **General Conditions:**

a. Notwithstanding the above, if it is found that the performance vis-s-vis the Purchase Orders placed on the Bidder by ESCOMs is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.

b. Even though the Bidders meet the required qualifying criteria, as per their statements they are subject to be disqualified if they have,

- Made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement and/or.
- Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion, or financial failures etc.,
- Participated in the previous Tender for the same materials and had quoted unreasonably high tender prices and could not furnish rational justification/ have not completed the order after obtaining the order.

c. In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security and disqualify the offer of such Bidder and blacklist the firm.

d. In the event of the information furnished by the Bidder is found to be false during the execution stage, then BESCOM is at its liberty to cancel

the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.

e. The Bidders shall offer full quantity of the tendered material. Tenders with offered quantities less than the tendered quantity will be liable for rejection.
f. The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer.
g. Quantities noted above are provisional. As per the provisions of KTPP Act, the tender accepting authority is ordinarily permitted to vary the finally ordered quantity, only to the extent of twenty-five percent either way of the requirement.
h. BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
i. Conditional offers are liable for rejection.
j. BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.
k. The tender not submitted through the KPP portal and also non-submission o f EMD is liable to be rejected.
l. Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.
m. BESCOM reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCOM.
n. **BESCOM** reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.
o. The Bidder shall have to be an entity registered in India in accordance with law.
p. The Bidder shall follow Indian laws regulations and standards.
q. All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.

r. In the event of the order, randomly selected samples from any of the lots supplied to the store by the supplier may be tested as per the relevant IEC/IS at firm's cost by the officials nominated for such purpose.

s. If more than one Bidder becomes L1 in the tender, then the Bidder on whom the order is to be placed, is at the discretion of BESCOM.

5.0 QUALIFYING REQUIREMENTS

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
Technical Criteria:		
1	The Bidder should be a Registered sole proprietorship Firm for such products.	Scanned copy of such evidence shall be uploaded.
2	The bidder should have Goods and Services Tax (GST) registration.	Shall upload necessary supporting document to establish compliance for having GST registration
3	The bidder should be original manufacturer or authorized Agent/dealer of the original manufacturer of the supplying of line materials specified in the present enquiry. The bidder can also be an authorized Agent/dealer of the manufacturer shall furnish a legally enforceable deed of undertaking to guarantee quality, timely supply, and performance and warranty obligations as specified in the contract.	The authorized Agent/Dealer should furnish a letter certifying that they are the authorized dealer of the manufacturer. The authorized Agent/dealer of the manufacturer shall furnish a legally enforceable deed of undertaking to guarantee quality, timely supply, and performance and warranty obligations as specified in the contract.
4(i)	The bidder should have minimum experience of **five years** as on the date of bid submission in design, manufacture, testing and supply of line materials or should hold dealership for a period of at least 5 years.	Bidder shall upload documentary evidence such as P.O copies, order completion certificate, performance certificate
4(ii)	The bidder should have supplied at least **50% of quantity** of 1.1kV XLPE LT UG cable (240sqmm) to ESCOMs/Distribution companies/ any Government Electrical Utilities/ PSUs/ Total Turnkey Agencies /Partial	Bidder shall upload documentary evidence such as P.O copies, order completion certificate, performance certificate shall indicate rating of the 1.1kV XLPE LT UG cable (240sqmm) in terms of voltage class and make,

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	Turnkey Agencies who have executed/executing works in BESCOM.	name of the project where it is installed, date of commissioning etc., in order to show that the above line materials were in successful operation for at least a minimum period of two years
5	The Bidder shall furnish **Valid Test Certificates** not older than five (05) years as on the date of bid opening for having conducted prescribed tests successfully at any NABL Laboratory on tendered material/equipment specified in the present enquiry as per the relevant IS/IEC standards.	Scanned copy of test reports conducted in any independent laboratories approved by Government or accredited by National accreditation body of the country shall be uploaded.
6	The Bidder should have obtained the Purchase Orders/Rate Contract for supply of minimum of 50% of the tendered quantity of the material in any one of the preceding 3 years i.e., 2020-21, 2021-22 & 2022-23 from ESCOMs/Distribution companies/ any Government Electrical Utilities/ PSUs/ Total Turnkey Agencies /Partial Turnkey Agencies who have executed/executing works in BESCOM.	Scanned copies of Purchase order copies placed by ESCOMs/ Distribution Companies/ Government Electrical Utilities/ PSUs/ Total turnkey agencies /Partial Turnkey Agencies who have executed/executing works in BESCOM, mentioning details of the Project/work to which supplies have been made, shall be uploaded.
Financial Criteria:		
7(i)	The Average Annual Financial Turnover of the Bidder should not be less than the amount put to tender during the last 3 preceding financial years i.e., 2020-21, 2021-22 & 2022-23	Certified copies of audited financial statements such as P&L statement, Balance sheets certified by Chartered Accountant for the required FYs shall be uploaded.
7(ii)	The bidder should submit a declaration stating that the financial turnover in any of the past 3 years is at least 50% of the total contracts/awards on hand including the present tender if qualified.	Certified copies of audited financial statements such as P&L statement, Balance sheets certified by Chartered Accountant for the required FYs shall be uploaded.

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
8	The Liquid Assets as on 29.02.2024 or at a later date before submission of the bid consisting of Cash at Bank+ Term Deposits + availability of fund-based credit facilities in any Nationalized/scheduled Bank shall not be less than 30% of the amount put to tender.	The cash at bank, term deposits and availability of fund-based credit facilities shall be supported by a certificate issued by Nationalized/ scheduled Bank shall be uploaded. If the Bidder has banking with more than one Bank, then the available liquid assets mentioned above on a particular date i.e., as on 29.02.2024 or any date before submission of tender shall be the same date for all the banks. In case of Fund based credit facility, the certificate issued by the Nationalized/Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on 29.02.2024 or at a later date, before submission of the bid shall be uploaded.
General Criteria:		
9	Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. (As per Government Order No. FD 455 Exp-12/2020 dated 25.08.2020.)	Registration certificate issued by the competent authority shall be uploaded.
	A certificate for having read the clauses shall be uploaded by the Bidder in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India: I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable,	Scanned copy of the self-declaration on notarized stamp paper as per the present stamp size in the prescribed format shall be uploaded

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	evidence of valid registration by the Competent Authority shall be attached.)" (As per Government Order No. FD 455 Exp-12/2020 dated 25.08.2020.)	
10	The Bidder shall upload the power of attorney in the prescribed format on Bond paper. Further power of attorney shall be sent in original to Chief Engineer (Ele.), C, O&M, BMAZ South, BESCOM Bangalore so as to reach after the last submission date and on or before the date & time of opening Techno Commercial Bids.	Scanned copy of the self-declaration on notarized stamp paper as per the present stamp size in the prescribed format shall be uploaded
11(i)	The Bidder should not have DEFAULTED in supplies against Purchase Orders placed by any ESCOMs/Distribution companies / Government Electrical Utilities/PSUs.	Scanned copy of the self-declaration on notarized stamp paper as per the present stamp size in the prescribed format shall be uploaded
11(ii)	The bidder should submit a declaration that the 1.1kV XLPE LT UG cable (240sqmm) of the make intended to be supplied has not been rejected by BESCOM/any State/Central govt organization for any issue regarding quality of the product.	Scanned copy of the self-declaration on notarized stamp paper as per the present stamp size in the prescribed format shall be uploaded
12	The Bidder should not have been BLACKLISTED in supplies against Purchase Orders placed by any ESCOMs/Distribution companies/any Government Electrical Utilities/PSUs.	Scanned copy of the self-declaration on notarized stamp paper as per the present stamp size in the prescribed format shall be uploaded
13	**Litigation History:** The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years, A consistent history of awards involving litigation against the Bidder or any partner may result in rejection of Bid.	Scanned copy of the self-declaration on notarized stamp paper as per the present stamp size in the prescribed form at shall be uploaded

No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

i. Validity of offer.
ii. Stipulated Delivery Schedule.
iii. EMD.
iv. Payment terms.
v. Price Basis.
vi. Guarantee.
vii. Change in offered quantity vis-à-vis the tendered quantity.
viii. Security Deposit.
ix. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

6.0 Two Tender Document System

Tender should be in two parts namely Part-I: Techno commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

a. **Part-I: TECHNICAL BID: The technical documents shall be uploaded in KPP portal.**

The necessary documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal.

b. **Part II: PRICE PROPOSALS:**

The Bidder shall furnish **Unit computed FORD price inclusive of all applicable taxes and duties** in the Karnataka Public Procurement portal in the option of **''item wise bid commercial offer''** and also furnish the break up of prices in **"Edit Break up of price quoted" option**. The break up of prices should contain Ex-works price, tax structure as applicable like CGST, SGST/IGST, F&I and etc., in KPP portal.

7.0 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or

liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

8.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Section-I	**IFB**-Invitation For Bids
Section-II	**ITB**-Instructions To Bidders
Section-III	**GCC**-General Terms and Conditions of Contract
Section-IV	**SCC**-Special Conditions of Contract
Section- V	Schedule of Requirements
Section- VI	Technical Specifications
Section- VII	Techno-Commercial sheets

9.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

10.0 CLARIFICATIONS ON BID DOCUMENTS

If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to owner. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify owner in writing. Owner will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document

which it receives not later than seven (7) days prior to the deadline for submission of bids prescribed by owner.

Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

11.0 **AMENDMENT TO BIDDING DOCUMENT**

a. At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).
b. The amendment will be notified in KPP portal. BESCOM will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.
c. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids as deemed fit.
d. Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

12.0 **LANGUAGE OF BID**

The bid prepared by the Bidder, as well as all correspondences and documents relating to the bid, exchanged by the Bidder and owner shall be written in the English language. Supporting documents and any printed literature furnished by the Bidder may be in another language, provided they are accompanied by an English translation of the relevant passages in the English language in which case, for purposes of interpretation of the bid, the English translation shall govern.

13.0 **DOCUMENTS COMPRISING THE BID**

a. The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the KPP portal.

b. The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.

c. SSI Certificate shall be uploaded with the Techno commercial Bid if applicable.

d. The EMD shall be paid in accordance with the EMD clause of this section.

14.0 **EARNEST MONEY DEPOSIT (BID GUARANTEE):**

14.1 The Bidders shall pay **EMD of Rs.1,01,795** through any of the e-payment modes mentioned, in the KPP Portal. For payment of EMD through KPP Portal, please refer clause 15.0.

14.2 EMD amount indicated above is exempted for Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme. A relevant document shall be uploaded. If the validity of the NSIC certificate uploaded is expired, then such expired certificate will not be considered for EMD exemption.

14.3 Earnest money deposited by unsuccessful Bidders will be returned after the tender has been finalized.

14.4 EMD of successful Bidder will be refunded after fulfilment of security deposit clause.

14.5 The deposit towards EMD as above shall not carry any interest.

14.6 **Permanent EMD will not be considered.**

14.7 EMD so deposited will be liable for forfeiture:

a. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form;

b. In case of a successful Bidder, if the Bidder fails to sign the Contract;

c. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.

d. If the Bidder does not accept the arithmetical correction of its Bid Price.

e. If MSME registered Bidder's desires to withdraw their bids within the bid validity period, then such Bidders shall be blacklisted for a period of 3 years.

15.0 **E-payment modes for Tender Processing Fee & Earnest Money Deposit.**

The Bidders should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC)

NOTE: - EMD payment at KPP portal is through bank gateway as indicated in the KPP portal.

For further clarification, contact KPP portal.

KPP Portal Help Desk: Phone No: +91-8046010000, +91-8068948777 E-mail: support@eprochelpdsk.com**.**

16.0 **PERIOD OF VALIDITY OF BIDS**

a. Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.

b. In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including email). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

17.0 **PRICES:**

a. The Prices are **FIRM** throughout the period of contract. ***No price variation will be allowed.***

b. Any variation in the rates etc., will not be allowed on any ground, such as a mistake while quoting in the KPP portal, misunderstanding etc., after the bid has been submitted. If the firm becomes lowest tenderer by virtue of such rates quoted, and does not agree to supply at the quoted rates, the E.M.D. of such firm will be forfeited and BESCOM reserves the right to blacklist the firm.

18.0 **COST AND CURRENCY:**

The Bidders shall quote their offer as prescribed in the **price bid** in Indian Rupees only including the following:

i. Cost of the equipment/material.
ii. Transportation and forwarding charges to the designated store in BESCOM jurisdiction.
iii. Insurance to cover material to cover up to installation/supply of equipment/material at the BESCOM site and handing it over to the BESCOM.
iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.
v. Bidders have to make their own arrangements for obtaining road permits wherever needed.
vi. Entry Tax and octroi must be mentioned separately if applicable.

19.0 **TAXES AND DUTIES:**

The Bidders have to quote GST, F&I Charges and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. **If no mention is made then prices quoted will be evaluated as all inclusive of taxes, duties and F&I charge**.

In the event of an order,

i. GST will be paid as indicated by the Bidder in the Price Bid.
ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

iii. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.

iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier. But, if there is any reduction during the extended period of contract, same shall be passed on to BESCOM.

D. SUBMISSION OF BIDS

20.0 FORMAT OF BID

a. The **bids** shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid. Bids not submitted through **KPP Portal and non-payment of EMD** will be **treated as disqualified.**

b. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

c. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.**

21.0 DEADLINE FOR SUBMISSION OF BIDS

a. Bids must be **uploaded in the KPP portal on or before due date for bid submission.**

b. Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

22.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

23.0 **LATE BIDS**

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

E. BID OPENING AND EVALUATION

24.0 **OPENING OF BIDS**

Owner will open the technical bids submitted through KPP portal on the date notified.

25.0 **CLARIFICATION OF BIDS**

During evaluation of tender, owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

26.0 **TECHNICAL EVALUATION OF BIDS:**

The bids submitted in KPP Portal will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

27.0 **PRELIMINARY EXAMINATION**

a. BESCOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been uploaded, whether the documents are generally in order.

b. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Bidder does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

c. BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation,

provided such waiver does not prejudice or affect the relative ranking of any Bidder.

28.0 **OPENING OF PRICE BID:**

The price bids of all the technically responsive Bidders will be opened, as on the date and time intimated in KPP portal.

29.0 **EVALUATION/COMPARISON OF PRICE BIDS**

a. After opening the price bids, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes and transportation and loading and unloading if any.

b. The purchase order will be placed on the successful Bidder, whose total quoted cost evaluated as least quoted among the technical responsive bids in accordance with provisions of KTPP act & its amendments.

30.0 **CONTACTING THE OWNER**

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to restrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration.

31.0 **NEGOTIATIONS:**

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF PURCHASE ORDER

32.0 **AWARD CRITERIA**

The Chief Engineer (Ele.,), BMAZ South, BESCOM will place the Purchase Order on the successful Bidder whose bid has been determined to be substantially techno commercially responsive and has been determined

as the lowest evaluated bid, in accordance with provisions of KTPP act and its amendments at the approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

33.0 **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

Owner reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to issue of purchase order, without thereby incurring any liability to the affected Bidder or Bidders.

34.0 **NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:**

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

35.0 **NOTIFICATION OF AWARD**

Prior to the expiration of the period of bid validity and extended validity period, if any, the Bidder will get information on KPP portal that its bid has been accepted.

36.0 **EFFECT AND JURISDICTION OR CONTRACT**

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

37.0 **TERMINATION FOR DEFAULT**

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Supplier, terminate the Contract in whole or in part.

a) If the Supplier fails to deliver any or all of the goods/ items within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Supplier fails to perform any other obligation(s) under the Contract.

38.0 **LOCATION OF SUPPLY:**

This Tender is being floated by The Chief Engineer, Elec., C,O&M, BMAZ South of BESCOM. The 1.1kV XLPE HT UG cable (240sqmm) being supplying through this Tender shall be supplied by the Successful Bidder at the BESCOM Store in BMAZ South jurisdiction furnished along with the Purchase Order/Dispatch Instruction. BESCOM reserves the right to make changes in the location given to the contractor.

39.0 **For any technical support regarding KPP portal please Contact KPPP help desk. Supports Timings: (9.00 am to 9.00 pm)**
Help Desk: 91-8046010000 +91-8068948777 Or E-mail: support@eprochelpdesk.com

Sd/

Chief Engineer, Ele.,
C,O&M ,BMAZ South, BESCOM

SELF DECLARATION CERTIFICATE
(To be furnished on Notarised ₹.200/- Stamp Paper)

To,
The Chief Engineer (Ele.),
C, O&M, BMAZ South, BESCOM
No. 14/3, 3rd Floor,
Maharshi Aravinda Bhavan,
Nrupatunga Road,
Bangalore-560 001.

Sir,

Sub: Tender Enquiry No. _____for supply of 1.1kV XLPE LT UG cable (240sqmm) for the work of rectification of Hazardous locations in BMASZ.

We* hereby undertake to declare that (Applicable in case of Bidders from Countries not sharing Border with India**)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that ..... (Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that (**Applicable in case of Bidders from Countries sharing Border with India**)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that ..... (Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfils all requirements in this regard

and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of issue of purchase order in terms of provisions of clause entitled "Issue of Purchase Order" Section ITB, conditions of contract in the bid documents.

Date: **(Bidder Signature along with seal and Address)**